

General Terms and Conditions

Touwfabriek Langman B.V.
LangmanRopes



ARTICLE 1: DEFINITIONS

1. **General Terms and Conditions:** these general terms and conditions;
2. **Langman:** the private limited company Touwfabriek Langman B.V., listed in the Commercial Register of the Chamber of Commerce under registration number 08054725;
3. **Agreement:** the agreement entered into between Langman and the Other Party (as defined below) (including the General Terms and Conditions);
4. **Parties:** Langman and the Other Party (as defined below);
5. **Other Party:** the (other) party to whom Langman has made an offer, to whom Langman has submitted a quotation and/or with whom it has entered into an Agreement.

ARTICLE 2: APPLICABILITY AND RANKING ORDER

1. The General Terms and Conditions apply to each offer and/or each quotation by Langman, to all current and future (commercial and non-commercial) relationships between the Parties, to all Agreements and other (legal) relationships between the Parties and to any other service provision by Langman.
2. All general terms and conditions (including general purchase conditions therefore) of the Other Party are expressly rejected and do not apply.
3. If a provision in the General Terms and Conditions is contrary to a provision in the Agreement, the provision in the Agreement prevails.

ARTICLE 3: OFFERS AND QUOTATIONS

1. All offers and quotations by Langman are without obligation, unless a term of acceptance has been included in it. An offer without obligation and/or a quotation without obligation can still be withdrawn by Langman within five working days after acceptance by the Other Party. Information in brochures, price lists and online and/or offline published information is without obligation, under the express reservation of typesetting errors and/or misprints and can be changed by Langman without prior notification. Langman does not accept liability in any manner whatsoever should the information (including but not limited to technical product information) contained in a (revised) offer, quotation and/or comparable document appear to be incorrect.
2. Unless otherwise stated, any offer and/or any quotation by Langman is based on the performance of the Agreement by Langman under normal conditions and carried out during normal working hours.
3. The Other Party guarantees that the information provided to Langman by or on behalf of the Other Party on which Langman has based an offer and/or quotation, is correct and complete.

ARTICLE 4: FORMATION AND AMENDMENT OF THE AGREEMENT

1. Langman can break off negotiations at any stage. Breaking off negotiations shall never result in liability for compensation by Langman.
2. The Agreement is in any event formed after an offer and/or quotation has been accepted by the Other Party and Langman has confirmed the Agreement in writing by means of an order confirmation, or as soon as Langman has commenced with the performance of the Agreement or has given third parties instructions to this end.

3. If no written Agreement is present, the invoice sent by Langman to the Other Party is deemed to comprehensively and correctly reflect the content of the Agreement.
4. Deviations, additions and/or amendments of provisions in the Agreement are possible, but only if the Parties have expressly agreed a deviating provision in writing. These deviations, additions and/or amendments only apply to the Agreement for which they have been agreed. If it follows from the deviations, amendments and/or additions that Langman will take on a new commitment and/or obligation, Langman is entitled to suspend the relevant commitment and/or obligation until a time has been agreed on which the commitment and/or obligation must have at the latest been carried out and what the monetary consideration payable by the Other Party to Langman for this will be.
5. If the Parties have agreed one or more deviation(s), addition(s) and/or amendment(s) in the Agreement, the Other Party must pay the associated costs as a result of the change to Langman. Langman is also entitled to extend the agreed delivery times, insofar as required, to be able to comply with a changed delivery.
6. Notwithstanding paragraph 4 Langman is entitled to amend the General Terms and Conditions unilaterally. If (a part of) the General Terms and Conditions are amended in the future, Langman will immediately send a copy to the Other Party clearly indicating the relevant changes. The Other Party has, calculated from the date of receipt of the amended General Terms and Conditions, eight days to indicate that it has objections to the applicability of the amended General Terms and Conditions. If the Other Party has not raised objections to the applicability and the content of the amended General Terms and Conditions within eight days, calculated from the day of receipt of the amended General Terms and Conditions, it applies that the amended General Terms and Conditions have been agreed between the Parties after expiry of the above term. If the Other Party does not accept the relevant amendments, Langman is entitled to terminate the Agreement with the Other Party, without being liable to pay any compensation, with due observance of a notice period of thirty days or have the Agreement continue on the basis of the old General Terms and Conditions.

ARTICLE 5: PRICES

1. All prices are exclusive of Dutch VAT, other levies and/or taxes which are and/or will be imposed by government, costs of assembly, testing and taking into use, costs incurred by Langman for the performance of the Agreement, such as costs for tests and concepts, and also exclusive of travel and accommodation costs incurred by Langman and/or its auxiliary persons it has engaged and/or its employees.
2. All prices are based on delivery EX Works of Langman.
3. Notwithstanding the previous paragraph, it applies that all prices are based on delivery carriage paid by a carrier selected by Langman, if the Agreement relates to the delivery of movable property which must be delivered within the Netherlands (to the exclusion of the Waddeneilanden – Wadden Islands) and if the total invoice value of the relevant Agreement exceeds the amount of € 500 exclusive of Dutch VAT, unless the Parties agree otherwise in writing.
4. If between the date of the formation of the Agreement and the delivery date one or more cost factors – including but by definition not limited to, the cost price of ordered movable property or used materials and/or changes in wages, employment conditions or social

provisions imposed by the government and/or trade unions, rise – Langman is entitled to charge on the cost increases to the Other Party, including if this is the result of a circumstance foreseeable by Langman.

5. If between the date of the formation of the Agreement and the delivery date, a new price list is sent by Langman and/or suppliers to the Other Party, Langman is entitled to charge the Other Party the prices included in such list.

6. No rights or expectations can be derived by the Other Party from an estimate, (guide) prices, quotation and/or offer provided by Langman. All amounts referred to by Langman are indicative only and do not bind Langman.

7. Langman may annually increase all the agreed prices in accordance with the Consumer Price Index (CPI), the Producers Price Index (PPI) and/or the Services Price Index (SPI) of Statistics Netherlands (CBS).

8. For the calculation of prices relating to movable property which are invoiced by weight, the price is based on the weight of the movable property on shipment.

ARTICLE 6: PAYMENT

1. Langman is entitled – in respect of the performance of the financial obligations of the Other Party – to demand advance payment and/or security from the Other Party before proceeding to make the delivery and/or commence with the work. Any associated costs are for the account of the Other Party. Langman is also entitled – in the event of obvious misgivings in respect of the creditworthiness of the Other Party – to deliver the movable property to the Other Party cash on delivery.

2. Payment must be made in full (including turnover tax and the applicable charges) at the latest fourteen days after the invoice date without any reliance on discount or setoff on whatever basis.

3. All payments must be made in euros into the Dutch bank account of Langman as stated on the invoice.

4. If the Agreement is entered into with several natural persons, partnerships, legal persons and/or other legal entities or if the Other Party consists of natural persons, partnerships, legal persons and/or other legal entities, each of them is jointly and severally liable towards Langman to comply with every obligation arising from the Agreement.

5. If payment is not made within the agreed term, the Other Party is immediately in default without any notice of default being required, resulting in the Other Party owing contractual interest over the total invoice amount of 1.5% per month from the date that the payment should have been made until the date full payment has been received by Langman. If at the time the Other Party is in default, the statutory commercial interest ex section 6:119a Dutch Civil Code is higher than 1.5% per month, the Other Party shall pay the statutory commercial interest ex section 6:119a Dutch Civil Code instead of the contractual interest described above.

6. If payment is not made within the agreed term, the Other Party shall also pay, without any notice of default being required, all associated (extra) judicial costs to Langman. The extra-judicial costs are at least 15% of the total outstanding claim.

7. If an outstanding claim has been increased by contractual interest or statutory commercial interest and extrajudicial collection costs on the basis of this article, a payment by the Other Party first serves to reduce the extrajudicial collection costs, subsequently to reduce the

contractual interest or outstanding statutory commercial interest and finally to reduce the original principal sum and the accrued contractual interest or commercial interest.

8. Complaints about Langman's invoices must be notified to Langman within five working days after the invoice date in writing stating the objections, failing which the Other Party is deemed to have agreed with the invoice. The submission of a complaint as referred to in this article does not release the Other Party from its payment obligations towards Langman. It also does not provide the Other Party with a ground for suspension of its payment obligations.

9. The Other Party waives the right and/or is not entitled to offset a debt to Langman with a claim on Langman.

ARTICLE 7: SUSPENSION AND RETENTION

1. Langman can terminate the Agreement with immediate effect or suspend its obligations towards the Other Party, if the Other Party fails to perform its obligations arising from the Agreement or fails to perform such properly, on time and/or completely. Langman is then never liable to pay compensation.

2. Langman can in the context of the Agreement, keep in its possession movable property received from the Other Party or data, works, documents and/or other digital files realised by or for the Other Party until such time the Other Party has made all due payments to Langman. An existing obligation to hand over or transfer can be suspended by Langman on the basis of this article.

ARTICLE 8: ENGAGEMENT OF THIRD PARTIES

Langman is entitled to engage third parties for the benefit of the performance of the Agreement. Langman is entitled to charge the costs of the engagement of these third parties – in the relevant case with a surcharge percentage – to the Other Party.

ARTICLE 9: DELIVERY

1. The delivery times included by Langman in an offer and/or quotation and/or Agreement within which work must have been carried out, can never be viewed as strict deadlines. All delivery times are estimated delivery times and are of an indicative nature only. Langman will not be in default unless the Other Party has issued Langman with a written notice of default and Langman has been granted a reasonable period to as yet deliver and this term has subsequently expired without delivery having taken place. To determine the reasonable term, account must be taken in any event, but by definition not exclusively, of the current applicable delivery times and production lead times, the duration of any transport and the availability of raw materials and construction materials.

2. Langman is entitled to deliver the movable property to be delivered in consignments and to invoice these consignments separately.

3. Delivery takes place EX Works of Langman. Notwithstanding the previous sentence, it applies that delivery carriage paid by a carrier selected by Langman takes place if the Agreement relates to the delivery of movable property which must be delivered within the Netherlands (to the exclusion of the Waddeneilanden – Wadden Islands) and if the total invoice value of the relevant Agreement exceeds the amount of € 500 exclusive of Dutch VAT, unless the Parties agree otherwise in writing.

4. The movable property is at the risk of the Other Party from the moment of delivery by Langman. If the Other Party fails to comply with the obligation to take receipt of the movable property, the movable property is at the risk of the Other Party from the moment the failure to comply with this obligation commences.

5. In the event Langman has movable property of the Other Party in its possession for repair, inspection etc. for example, and these movable property must be shipped or transported, the risk of loss, theft, damage, destruction or value reduction during such transport is for the account of the Other Party.

6. Langman is not liable for damage, of whatever nature or form, relating to the transport whether or not suffered by movable property. If relevant, the Other Party must insure itself properly against transport risks and the Other Party guarantees the good accessibility of the place of destination or unloading place. Where appropriate, the Other Party is legally responsible for the unloading of the movable property.

7. If it appears not possible to deliver the movable property to the Other Party or to carry out the work to be carried out due to a cause within the control of the Other Party, the Other Party is in default and Langman is entitled to terminate the Agreement in writing with immediate effect either wholly or in part without any prior or further notice of default being required, without recourse to the court and without compensation of loss, costs and/or interest and to claim the so-called lost revenue from the Other Party. Langman is also entitled (and at its discretion) – if relevant – to store movable property for the account and at the risk of the Other Party, whereby from that moment a reasonable term applies to the Other Party within which the Other Party must give Langman the opportunity to resume the work and/or deliver the movable property. In that event, Langman is still entitled to invoice the relevant movable property to the Other Party, without prejudice to all other rights the law allocates to Langman in connection with the attributable failure of the Other Party.

ARTICLE 10: ACCEPTANCE OF MOVABLE PROPERTY AND RETURNS

1. On receipt of the movable property, the Other Party must check whether the correct movable property in the correct quantities has been delivered and must check the movable property for visible defects. If during this check a shortcoming, defect and/or any other deviation compared to that agreed becomes apparent, the Other Party must immediately notify this in writing – but in any event within forty-eight hours after receipt of the movable property – to Langman. In the absence of such notification or if this notification is late, it applies between the Parties that the movable property, subject to any hidden defects, complies with the Agreement.

2. The Other Party must report any hidden defects to Langman within eight days after the defects have been discovered or reasonably could have been discovered, but always at the latest within sixty days after the day on which the movable property were delivered, failing which it applies that the movable property comply with the Agreement, including any hidden defects.

3. If the Other Party has made a notification as referred to in one of the previous two paragraphs, the Other Party must give Langman the opportunity to inspect the movable property and, where necessary, allow Langman to take samples and/or carry out tests, failing which the Other Party loses the right to claim specific performance.

4. If the Other Party enters into a (customised) Agreement where, as regards the sale of movable property, there is a deviation from the (standard) quantities as applied by Langman, the movable property shall, irrespective of these deviations and any notification of such, deemed to be accepted and there will be no attributable shortcoming on the part of Langman in the meaning of section 6:74 Dutch Civil Code and Langman is entitled in respect of its applied (standard) quantities, to charge in total 10% more or less movable property, even if this has not been specifically agreed between the Parties.
5. Returns to Langman of movable property or any part thereof delivered by Langman, can only take place after prior written permission of Langman. Return shipments are for the account and at the risk of the Other Party.

ARTICLE 11: RETENTION OF TITLE

1. Without prejudice to all that provided for in the General Terms and Conditions relating to the transfer of risk, all movable property delivered by or on behalf of Langman remains the property of Langman until such time as the Other Party has complied with all its payment obligations arising from all Agreements entered and to be entered into between the Parties. These payment obligations include in any event the price for the work to be carried out by Langman or the movable property to be delivered and any contractual interest or statutory commercial interest due and the costs of legal assistance incurred.
2. As long as Langman is the owner of the movable property delivered to the Other Party, the Other Party is obliged to keep the movable property of Langman separate from other movable property so that it can be easily and clearly recognised as being the movable property of Langman. In addition, the Other Party is obliged to ensure the careful preservation of the movable property of Langman and to adequately insure the movable property of Langman.
3. As long as Langman is the owner of the movable property delivered to the Other Party, the Other Party cannot grant and/or establish any right to such in favour of third parties. This also means that the Other Party may not pledge, sell and/or deliver the movable property to third parties or bring the movable property into the actual control of one or more financiers for storage (warrantage). If the Other Party acts in conflict with this paragraph, it must transfer the money or the claims acquired as a result to Langman.
4. If the Other Party fails to perform its payment obligations, or fails to perform them properly or in time, is declared bankrupt, applies for a moratorium or liquidates its company, it must return the movable property which at that time is the property of Langman within forty-eight hours after a request from Langman, to Langman. The Other Party shall render all cooperation to ensure that Langman can repossess its property after it has made a request to this end, including any disassembly.
5. The Other Party is obliged to notify Langman immediately in writing of the fact that third parties are exercising rights to movable property which are subject to a retention of title pursuant to this article.

ARTICLE 12: FORCE MAJEURE

1. Langman is not obliged to comply with an obligation under the Agreement, including but not limited to the guarantee obligations as set out in article 13, if Langman is prevented from doing so as a result of force majeure.

2. Force majeure includes all circumstances beyond the control of Langman which permanently or temporarily impede the performance of the Agreement as well as, if not already included in this, war, threat of war, civil war, government measures, strikes, exclusion of workers, transport difficulties, fire and other faults in the company of Langman or the company of its suppliers, the failure by suppliers prescribed by the Other Party to perform properly, defectiveness of equipment, movable property, materials or software of third parties which use is prescribed by the Other Party.

3. If during the performance of an Agreement by Langman it appears that this is unfeasible as a result of force majeure, the Parties shall at the request of Langman enter into consultation in order to amend the Agreement so that the performance of the Agreement becomes possible, except when the performance of the Agreement will never be possible. Langman is then entitled to full payment for the work already carried out or costs already incurred.

4. If a force majeure situation lasts longer than ninety days, the Parties are entitled to terminate the Agreement. All that already performed under the Agreement, will in that case be settled on a pro rata basis. The Parties shall make the payments to be made in connection with this settlement without delay.

ARTICLE 13: GUARANTEE & LIABILITY

1. Langman guarantees for six months after delivery of the movable property or after carrying out the work, that the delivered movable property or the work carried out complies with the Agreement.

2. If within six months after delivery of the movable property or after carrying out the work, it appears that the movable property or the work carried out does not comply with the Agreement, there will (only) be a repair or replacement by Langman. The choice for replacement or repair is at the discretion of Langman.

3. Any replaced movable property (which appeared to be defective) must be returned to Langman on request. In the event of return, the ownership of the movable property (which appeared to be defective) transfers to Langman by delivery of the replaced movable property (which appeared to be defective) to Langman by keeping those from the moment the Other Party has received the replacement movable property for Langman.

4. If Langman opts to carry out repair work, this repair takes place in the factory of Langman, on location of and/or at the Other Party at the discretion of the Langman. The repair work pursuant to the guarantee included in article 13.1 is carried out by Langman free of charge. If the Other Party wishes that the work is carried out at a different location than the location selected by Langman, all associated costs for Langman – including but by definition not limited to the travelling hours and travel and accommodation expenses of the employees and/or repairmen of Langman – are charged to the Other Party.

5. In respect of the repair work carried out by Langman, guarantee is only given on the soundness of the work carried out by Langman during a period of three months after Langman has complied with its delivery obligation.

6. Any claim of the Other Party on the guarantee lapses if:

– the defects are wholly or partly the result of incorrect, careless and/or improper use or due to external causes, such as fire or water damage for example or are the result of the incorrect application of the delivered movable property;

- the Other Party or third parties have made changes to the movable property;
- any serial numbers of Langman are removed or are illegible;
- the defects are wholly or partly the result of defective or improper maintenance of the movable property;
- if the Other Party has not made the notification to Langman in accordance with the provisions in article 10.1 or article 10.2 on time.

7. Langman's liability is restricted to the performance of the guarantee obligation included in article 13.1. Any claim to compensation, including relating to trading loss or other indirect loss, is excluded.

8. If for any reason Langman is obliged to do more than comply with its guarantee obligation as referred to in article 13.1, Langman's liability on whatever basis (including claims on the basis of product liability ex section 6:185 Dutch Civil Code and associated recourse actions, all this to the extent permitted by the law) - is limited to the direct loss of the Other Party with as a maximum the amount of the claim paid out by the insurer to Langman.

9. The Other Party is obliged to pay all costs, loss or interest which may arise for Langman as a direct and/or indirect result of legal actions commenced against Langman by a third party in respect of the performance of the Agreement. The Other Party indemnifies Langman against such claims by third parties.

10. Without prejudice to that included in article 10, any claim of the Other Party on Langman lapses by the mere expiry of twelve months after the inception of the claim, unless the Other Party, before the expiry of this term, has commenced legal proceedings before a competent judicial body where the relevant claim against Langman is lodged.

11. In respect of movable property which Langman has sourced from a third party, it applies that the provisions relating to guarantee and liability applicable to the relevant agreement also apply to the Agreement between Langman and the Other Party.

12. The limitations and exclusions of the liability of Langman included in the General Terms and Conditions also apply in favour of all (legal) persons/entities, employees, auxiliary persons and/or subordinates used by Langman in the performance of the Agreement.

13. The exclusions and limitations of the liability of Langman set out in this article do not affect the other exclusions and limitations of the liability of Langman in the General Terms and Conditions.

14. The limitations of liability of Langman included in the General Terms and Conditions do not apply if there is an intentional act or wilful recklessness of (employees forming part the management team of) Langman.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS

1. Langman expressly reserves all its intellectual and industrial property rights (including, but not limited to: copyrights, trademark rights, patent rights, database rights, both registered and unregistered design rights, tradename rights and rights to knowhow) towards the Other Party.

2. After payment of that due to Langman as a result of the Agreement, the Other Party acquires - should this be necessary - a non-exclusive user right, even if Langman has made a product on special request of the Other Party.

3. If Langman is willing to transfer an intellectual or industrial property right and/or rights, such an obligation can only be agreed in writing between the Parties, expressly and unambiguously.
4. If the Parties agree a transfer, this does not affect Langman's right to apply and exploit the parts, general principles, ideas, designs, documentation, works and such like underpinning this development, without any restrictions for different purposes, either for itself or for third parties.
5. A transfer does also not affect the right of Langman to carry out developments for itself or for third parties which are similar to those which have been or are being carried out for the Other Party.
6. Langman is entitled (on its website or in commercial communications) to announce the fact that an Agreement has been entered into between the Parties. In this context (and only for the purpose referred to in this paragraph), the Other Party hereby grants Langman a user right to be able to use the trade name(s), brand(s) and/or logo(s) of the Other Party free of charge.

ARTICLE 15: TERMINATION

1. The Parties are both entitled to terminate the Agreement with a notice period of three months. Notice to terminate must be given by registered letter. In the event of termination of the Agreement by the Other Party, all claims of the Other Party towards Langman lapse.
2. In the event of (filing of a petition for) bankruptcy, (provisional) moratorium, a private arrangement with creditors of the Other Party, dissolution, liquidation, strikes or change of control of the company of the Other Party or if the Other Party, due to an attachment, a guardianship order or in any other manner, loses the power of disposition and/or legal capacity relating to its assets or parts thereof, the Other Party is obliged to notify Langman of this immediately in writing. In all events referred to above, all claims and obligations of Langman on the Other Party become immediately and fully due and payable and Langman is entitled to terminate the Agreement with immediate effect or rescind it without any recourse to the courts and without being liable to pay any compensation/payment towards the Other Party.
3. The Other Party waives the right to annul or terminate the Agreement wholly or in part or to claim the complete or partial nullification, rescission or amendment of the Agreement.
4. Langman can terminate the Agreement with immediate effect or suspend its obligations towards the Other Party, if the Other Party fails to perform its obligations arising from the Agreement or fails to perform such properly, on time or completely. Langman is then never liable to pay compensation.
5. If the Agreement is terminated by Langman – or if possible – by the Other Party, the amounts which the Other Party owes at that time to Langman shall remain fully due, without prejudice to the rights of Langman to claim compensation, exercise the rights pursuant to the retention of title and all other rights to which Langman is entitled.
6. Langman can in the context of the Agreement, keep in its possession movable property received from the Other Party or data, works, documents and/or other digital files realised by or for the Other Party until such time the Other Party has made all due payments to

Langman. An existing obligation to hand over or transfer can be suspended by Langman on the basis of this article.

ARTICLE 16: OTHER PROVISIONS

1. The statutory and/or agreed requirement or obligation of matters being set out in writing is also complied with if an expression (of will) and/or different correspondence has taken place by email.
2. Should any provision in the Agreement be void, voidable or nonbinding, the Agreement will not be terminated but the Parties shall convert the relevant provision into a legally valid provision which has, as far as possible, the same content and operation as the void, voidable or nonbinding provision.
3. Rights of the Other Party under the Agreement cannot be transferred without the written consent of Langman. This provision has effect under property law as referred to in section 3:83 paragraph 2 Dutch Civil Code.
4. The formation, the content and any disputes relating to the Agreement and all resulting legal relationships, any other legal relationship and the relationship between the Other Party and Langman are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) (Vienna Sales Convention 1980) is excluded.
5. All disputes arising from the Agreement between Langman and the Other Party or disputes arising from other agreements and/or collaborations between Langman and the Other Party shall in the first instance be settled by the District Court Midden-Nederland, location Utrecht, without prejudice to the right of Langman to levy an attachment and take other interim measures or have this done at the place and before a court as desired by Langman. If the Other Party is based abroad, only Langman is entitled to submit the disputes also (and at the discretion of Langman) to the court of the country or the state where the Other Party is based.

January 2017

These General Terms and Conditions have been filed on 1st January 2017 with the Chamber of Commerce in Amersfoort under number 08054725.